

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-15-67708
HUD# 07-15-0527-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ALTOONA III, LC
c/o Keith Denner; Professional Property Management
201 South 5th Street, Suite 202
Ames, Iowa 50010-3102

ERICKSON BALMER CONSTRUCTION, LLC
2453 106th Street
Urbandale, Iowa 50322-3701

KARL CHAMBERS
Imprint Architects, Inc.
1605 North Ankeny Boulevard, Suite 130
Ankeny, Iowa 50023-4163

IMPRINT ARCHITECTS
1605 North Ankeny Boulevard, Suite 130
Ankeny, Iowa 50023-4163

COMPLAINANT

ANGELA WILLIAMS
Commissioner, Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the “Iowa Civil Rights Act of 1965,” Iowa Code Chapter 216. Complainant alleged Respondents designed and constructed covered multifamily dwelling units in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the “accessible route into and throughout the unit” and the “light, switches, thermostats, electrical outlets in accessible locations” requirements of the ICRA and FHA.¹ Complainant specifically alleged, in Units 4100 and 4207, 1414 Adventureland Drive NW, Altoona Towers, (1) the exterior height of the threshold level was 5 inches, which is greater than the maximum allowable threshold height of 4 inches; and (2) the height of the thermostat controls was 55 inches, which is higher than the maximum 48 inches allowed.

Description of the Subject Property

Altoona Towers has two buildings consisting of four floors – (1) 1414 Adventureland Drive NW [henceforth referred to “Building 1414”] has 9 units on the first floor, and 12 units on each of the second, third, and fourth floors, with 45 units total, and all of them served by an elevator; and (2) 1616 Adventureland Drive NW [henceforth referred to “Building 1616”] has 27 units on the first floor, 16 units on each of the second, third, and fourth floors, with 75 units total, and all of them served by an elevator. Since there is an elevator in both buildings, every one of the 120 dwelling units in the subject property buildings is “covered”² by the design and construction provisions of the ICRA and FHA.³ The subject property was issued a Certificate of Occupancy on December 1, 2014, which was signed by Jeff Harden, Building Official for the City of Altoona.

The construction of all units within the subject property buildings was based on 17 different designs. These designs have been grouped by ICRC Investigators into eight separate groups due to their layout similarity as based on the floorplan configurations observed in the blueprint sketches submitted by Respondents.⁴ The table at the top of the next page lists the unit types, the number of units per type, the different groups of unit types, the inspected units, and the total number of units per group and per building.

¹ Iowa Code §§216.8A(3)(c)(3)(c)(i), and 216.8A(3)(c)(3)(c)(ii); 24 C.F.R. §§100.205(c)(3)(i), and 100.205(c)(3)(ii).

²“Covered multifamily dwellings” or “covered multifamily dwellings subject to the Fair Housing Amendments” means buildings consisting of four or more dwelling units if such buildings have one or more elevators; and ground floor dwelling units in other buildings consisting of four or more dwelling units.” Fair Housing Accessibility Guidelines, Federal Register, Vol. 56, No. 44, Wednesday, March 6, 1991, Rules and Regulations, page 9500.

³42 U.S.C. §3604(f)(7); Iowa Code §§216.2(4)(a), 216.2(4)(b).

⁴ See Appendix B for floor plans.

UNIT TYPE ⁵	TOTAL UNITS PER TYPE	TOTAL UNITS PER TYPE PER BUILDING	GROUP NUMBER & INSPECTED UNIT NUMBERS	TOTAL UNITS PER GROUP
AT [1BR/1BA]	22	Bldg. 1414 – 16 Bldg. 1616 – 6	Group 1 – Unit 4208 Unit 4309	31
AT2 [1BR/1BA]	9	Bldg. 1414 – 0 Bldg. 1616 – 9		
ET [STUDIO/1BA]	5	Bldg. 1414 – 0 Bldg. 1616 – 5	Group 2 – Unit 6123	24
ET1 [STUDIO/1BA]	14	Bldg. 1414 – 0 Bldg. 1616 – 14		
ET2 [STUDIO/1BA]	1	Bldg. 1414 – 0 Bldg. 1616 – 1		
ET3 [STUDIO/1BA]	3	Bldg. 1414 – 0 Bldg. 1616 – 3		
ET4 [STUDIO/1BA]	1	Bldg. 1414 – 0 Bldg. 1616 – 1		
FT [2BR/2BA]	22	Bldg. 1414 – 7 Bldg. 1616 – 15	Group 3 – Unit 6209 Unit 6305	25
FT2 [2BR/2BA]	2	Bldg. 1414 – 0 Bldg. 1616 – 2		
FTH [2BR/2BA]	1	Bldg. 1414 – 0 Bldg. 1616 – 1		
GT [3BR/2BA]	13	Bldg. 1414 – 7 Bldg. 1616 – 6	Group 4 – Unit 4301	13
HT [3BR/2BA]	9	Bldg. 1414 – 5 Bldg. 1616 – 4	Group 5 – Unit 4300 Unit 4410	13
HT4 [3BR/2BA]	4	Bldg. 1414 – 2 Bldg. 1616 – 2		
JT3 [2BR/2BA]	4	Bldg. 1414 – 2 Bldg. 1616 – 2	Group 6 – Unit 4306	4
JT2 [2BR/2BA]	6	Bldg. 1414 – 3 Bldg. 1616 – 3	Group 7 – Unit 6406	9
JT [2BR/2BA]	2	Bldg. 1414 – 1 Bldg. 1616 – 1		
JTH [2BR/2BA]	1	Bldg. 1414 – 0 Bldg. 1616 – 1		
MT [3BR/3BA]	1	Bldg. 1414 – 1 Bldg. 1616 – 0	Group 8 – Unit 4106	1
TOTAL	120			120

The scope of this agreement includes all 120 units and the public/common use areas at Altoona Towers.

⁵ *Id.*

Respondents' Defenses:

When asked in the questionnaire what was true or false about the allegations, Imprint, Altoona III and Balmer answered:

We agree that the thermostat height of approximately 55" is above the 48" allowed. However, we disagree that the patio measured is greater than 4" below the floor level. We checked a number of units and found all of them to be no greater than the 4" allowed. I have attached a photo of the unit measured by the ICRC inspectors as given to me by Mr. López-Sanders as "Exhibit 1."

We believe the 55" thermostat height is incorrect and will need to be changed. As mentioned above though, we disagree with the 5" measurement from the floor line to the patio.

Report of Preliminary Findings:

ICRC Investigators inspected 11 units at Altoona Towers, the exterior porch of Unit 4100, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of the units listed in the table above, and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) Three measurements were taken at Altoona Towers along the eastbound path from south-facing exterior door at the east end of Building 1616 because that is the most direct route to the waste dumpsters south of this building, and therefore needs to be accessible. To facilitate the precise report of the locations where slope measurements were taken, the sidewalk square sections were numbered starting with "1" at the sidewalk square adjacent and south of the south-facing door at the east end of Building 1616, and then eastbound to the curb ramp. Only the slope measurements exceeding the allowed maximum value of 2% for cross slopes, as well as the location for these measurements, are reported in the table below.

SIDEWALK SECTION	CROSS SLOPE
2 nd Square ⁶	4.2%
4 th Square ⁷	3.9%
6 th Square ⁸	2.8%

Based on the information gathered, each of the cross slopes at the inspected sections of the sidewalks exceeds the maximum threshold established by ANSI 2003 and

⁶ See Appendix A, Figures 1A and 1B.

⁷ See Appendix A, Figure 1C and 1D.

⁸ See Appendix A, Figures 1E and 1F.

ADAAG, which renders this path inaccessible to persons who utilize a wheelchair for mobility.

- 2) The wall-mounted mailboxes are adjacent to the entrance near the elevator within each building. With an elevator serving all floors in each building, all 120 of the mailboxes for the units must be usable with heights at or below the required 54-inch maximum height.⁹ The measured heights for the keyholes at the top four rows of mailboxes are reported in the table below.¹⁰

TOP FOUR MAILBOX ROWS ¹¹	HEIGHT
First	67 1/2 inches
Second	64 inches
Third	60 1/2 inches
Fourth	57 inches

The top four rows of mailboxes are unusable for someone in a wheelchair because they exceed the 54-inch maximum height allowed by the reach parameters of ANSI 1986 and ANSI 2003.

- 3) Unit 4309, which is an AT2 Unit, has a sliding glass doorway onto an exterior porch. The clear opening width of the sliding glass doorway in the living room of this unit measured 31 1/8 inches with the sliding glass door bumper in place, and 34 inches with the bumper removed.¹² The opening width of the sliding glass doorway is too narrow for this unit, making it unusable by persons using wheelchairs.
- 4) The interior threshold height in all inspected units was measured at no less than 1 9/16 inches, which exceeds the 1/4-inch maximum allowed for thresholds without beveling.¹³ The interior threshold heights are too high and render the secondary entrances to the porches and balconies unusable by tenants using wheelchairs.
- 5) After receiving a notice of the complaint, and acknowledging the height for the thermostats exceeded the maximum of 48 inches as established in the Guidelines, Respondents lowered all thermostats, as verified by ICRC Investigators, to a height of 46 inches prior to the full onsite ICRC inspection for Altoona Towers. The height measured by ICRC Investigators for the thermostats' control buttons is less than the 48-inch maximum reach limit allowed by the Guidelines, making the buttons usable by a tenant in a wheelchair.
- 6) The distance between the midline of the toilet to the grab-bar side in Unit 4306, which is a JT3 Unit, was measured at 15 5/8 inches, which is less than the required minimum of 18 inches, as established by the FHADM and ANSI 2003.¹⁴ This toilet is

⁹ See Appendix A, Figures 2A and 2B.

¹⁰ *Id.*

¹¹ See Appendix A, Figures 2A and 2B.

¹² See Appendix A, Figures 4A and 4B.

¹³ See Appendix A, Figure 4E.

¹⁴ See Appendix A, Figure 4A.

too close to the wall to be accessible and unusable by persons utilizing a wheelchair for mobility.

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will either redo the non-compliant sidewalk sections or level them off through mudjacking to decrease the cross slope to either the maximum allowed value of 2% or less.
- 2) Respondents will lower the wall-mounted mailboxes, such that the keyholes for all mailboxes will be at a height of no greater than the 54-inch maximum allowed.
- 3) Respondents will move the bumper from the horizontal track to the vertical portion of the sliding glass doorway to increase the clear opening width of the doorway to a minimum of 31 5/8 inches.
- 4) Respondents will install ramps with the same slope as the sample portion they submitted to ICRC to bring up the interior floor level to the threshold height.
- 5) Respondents already decreased the height for the thermostats. No further action is required to address this deficiency.
- 6) Respondents will replace existing wall with a flat-stud walls to increase the distance from the wall to the midline of the toilet by 2 inches to bring it into compliance.

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the requirements of the ANSI 2003. ANSI 2003 is a safe harbor accepted by HUD. However, ANSI 2003 is only a safe harbor if it is used in conjunction with the FHA, HUD's regulations, and the Guidelines. If Respondents followed the ANSI 2003 as a safe harbor in its entirety, then this code will be used to assess compliance with the design and construction accessibility requirements in the FHA and ICRA. But if Respondents did not follow the ANSI 2003 in its entirety, then the FHADM and ANSI 1986 will be used to determine any deficiencies.

Following is the assessment of the reported deficiencies, based on the scoping and technical requirements of FHADM and the technical requirements of ANSI 2003:

- 1) ICRC concurs with Respondents' proposal to either redo the non-compliant sidewalks or level them off through mudjacking to decrease the cross slope to either the maximum allowed value of 2% or less.

- 2) ICRC concurs with Respondents' proposal to lower the wall-mounted mailboxes, such that the keyholes for all mailboxes will be at a height of no greater than the 54-inch maximum allowed.
- 3) ICRC concurs with Respondents' proposal to move the bumper from the horizontal track to the vertical portion of the sliding glass doorway to increase the clear opening width of the doorway to a minimum of 31 5/8 inches.
- 4) ICRC concurs with Respondents' proposal to install a ramp to provide an accessible path from the interior finished floor, over the threshold, and onto the porch or balcony.

However, the ramp sample submitted by Respondents is insufficient to correct the deficiency. The horizontal projection for the ramp sample submitted measures 2 13/16 inches and the vertical rise measures 1 9/16 inches.¹⁵ These measurements were used to determine the percent slope. Percent slope is obtained by dividing the value of the horizontal projection by the value of the vertical rise, and then multiplying the result of this division by 100 to convert the value to a percent. After applying this formula to the gathered measurements, the ramp submitted by Respondents is calculated to have a slope of 55.6%. The Guidelines require the slope for threshold ramps to be no more than 8.33%, as indicated the following excerpt from the FHADM:

If an interior door threshold represents a change in level greater than 1/2 inch, it must be ramped and must slope at 1 inch in 12 inches maximum (1:12) [8.33%].¹⁶

The ramp submitted by Respondents has a slope that significantly exceeds the maximum allowed slope by the Guidelines and would not correct the inaccessible path to the porch or balcony for persons using a wheelchair.

- 5) ICRC acknowledges Respondents have decreased the height for the thermostats at all of the covered units to meet reachable height requirements, and that no further action is required by the Respondents to address this deficiency.
- 6) ICRC concurs with Respondents' proposal to replace existing wall with a flat-stud walls to increase the distance from the wall to the midline of the toilet by 2 inches to increase this distance to 17 5/8 inches. Although the required minimum distance from the midline of a toilet to the grab-bar sidewall of 18 inches is greater than the distance to be created from this retrofit, it is determined to have a negligible effect on the usability of the toilet by a person using a wheelchair.

Predetermination Settlement Agreement

¹⁵ See Appendix A, Figures 5A and 5B.

¹⁶ FHADM at page 4.5.

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).
3. Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).
4. Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).
5. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
6. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

7. Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in a building consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” *24 C.F.R. Part 100.200 et seq.*; *56 Fed. Reg. 9,472*. In the “Guidelines,” HUD presented the seven specific requirements as:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.
5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

Voluntary and Full Settlement

8. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
9. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
10. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
11. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

12. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

13. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing / Accessible Design and Construction Training

14. Respondents agree Keith Denner, Karl Chambers, Brian Balmer, and each of Respondents' current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties, will:
 - (a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days of their receipt of a Closing Letter from the Commission. The training will address the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

Attendance at Design and Construction training session offered during the 4th Annual ICRC Symposium – to be held on November 4, 2016 – will fulfill the requirement for this term. Otherwise, the training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing / accessible design and construction training has been completed, within ten (10) days of completing the training.

- (b) Review and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.

Required Modifications or Retrofits

15. Respondents agree to make the following modifications or retrofits to the subject property:

Accessible and Usable Public and Common Use Areas – Sidewalk Path from Building 1616 to Waste Dumpsters

- (a) The parties agree the cross slopes for the sidewalk sections that are part of the eastbound path *from* the south-facing exterior door at the east end of Building 1616 *to* the waste dumpsters south of the building, need to meet the 2% maximum cross-slope value established by ANSI and ADAAG because they are part of the most direct route to the waste dumpsters, therefore need to be accessible. The parties agree that sections of this path, as reported on page 4 of the current agreement, have slopes that are greater than the 2% maximum.
- (b) Respondents agree they will either reinstall the non-compliant sidewalk sections or level them off through mud jacking, such that the sidewalk sections referred to on page 4 of the current agreement will have a cross-slope value of 2% or less, as required by ADAAG and ANSI 2003.

Accessible and Usable Public and Common Use Areas – Mailboxes

- (a) The parties agree the top four rows of mailboxes for tenants in both buildings exceed the maximum reach-range of 54 inches for a person who requires the use of a wheelchair to make a parallel approach, as required in FHADM and ANSI.
- (b) Respondents agree they will lower the wall-mounted mailboxes for Buildings 1414 and 1616 to provide tenants with mailbox keyholes that do not exceed the maximum reach-range height of 54 inches, as required by FHADM and ANSI.

Usable Doors – Clear Opening Width for Secondary Doorway

- (a) The parties agree the clear opening width of the sliding glass door in the living room of Unit 4309, which is an AT2 Unit, has a sliding glass doorway that measured 31 1/8 inches with the sliding glass door bumper in place at the bottom track, which is narrower than the minimum allowed width of 31 5/8 inches, as required by the FHADM, making them unusable by persons using wheelchairs.

- (b) Respondents agree they will move the sliding glass door bumper from the bottom track of the sliding glass doorway to the vertical side for every unit at the subject property to increase the door-opening width to no less than the 31 5/8-inch minimum width required by the FHADM for secondary doorways, to make them usable by tenants who require the use of a wheelchair for mobility.

Usable Doors – Threshold for Secondary Door

- (a) The parties agree (1) the interior threshold height onto the finished floor surface for all ground-floor units exceeds 1/4 inch, which is the maximum height allowed for interior thresholds by the FHADM and ANSI 2003.
- (b) Respondents agree they will permanently install a ramp with a running slope of no greater than 8.33% at the interior side of the threshold to the secondary doorway from the living room to the porch in all units at the subject property, as required by the FHADM and ANSI 2003.

Usable bathrooms – Toilets

- (a) The parties agree the distance from the midline of the toilet to the grab-bar sidewall in Unit 4306, which is a JT3 Unit, measures 15 5/8 inches, which is less than the required minimum of 18 inches, as established in the FHADM and ANSI 2003.
- (b) Respondents agree they will replace the existing wall with a flat-stud wall – in Unit 4306 and the other three JT3 units – to increase the distance from the wall to the midline of the toilet by 2 inches, resulting in a distance from the midline of the toilet to the grab bar sidewall of no less than 17 5/8 inches, which is deemed to be sufficiently close to the 18-inch minimum required by FHADM and ANSI 2003 to avoid having discernible impact on the toilet's usability by persons using a wheelchair.

Required Timelines for Completion of Modifications or Retrofits

- 16. Respondents agree they will allow tenants to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to make the above-required modifications or retrofits to each of the units as each of the units becomes vacant. Respondents agree to make the required modifications or retrofits before each of the units is rented again.

Mandatory Reporting Requirements

- 17. Respondents agree to notify ICRC when they have completed the required modifications or retrofits for all of the subject units and the public and common use areas. Such notification shall be made within 90 days of completion. These required

notifications to ICRC will continue until all required modifications or retrofits have been completed in all 120 units.

18. Respondents agree, as the required modifications or retrofits are made to a particular unit, ICRC may then inspect such unit, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC, and shall pay a reasonable fee for another inspection by ICRC staff or pay for an inspection by a third party inspector, approved by ICRC.

19. The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.
20. Within 90 days from the date of the Closing Letter from ICRC, Respondents agree to provide a written statement to ICRC, to the attention of Don Grove, Supervisor of Housing Investigations, which specifies how each of the above-required modifications or retrofits will be corrected.

[Please go to next page for the signature page]

Altoona III, LC
RESPONDENT

Date

Erickson Balmer Construction, LLC
RESPONDENT

Date

Karl Chambers
RESPONDENT

Date

Imprint Architects
RESPONDENT

Date

Angela Williams
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date